

LAW OFFICES
JEFFREY NADEL
4041 POWDER MILL ROAD
SUITE 415
CALVERTON, MARYLAND 20705

JEFFREY NADEL (DC, MD, NY)
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SCOTT E. NADEL (DC, MD)
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TEL: 240-473-5000
FAX: 240-473-0507

April 19, 2017

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO.: 7016 1370 0001 8126 5086
AND FIRST CLASS MAIL

Elsie Marino
12701 Darnestown Road
Gaithersburg, MD 20878

Re: Property: 12701 Darnestown Road
Gaithersburg, MD 20878
Loan No.: 9800506777
Our File #: 18045

Dear Elsie Marino:

This firm has been authorized by the Servicer, (Caliber Home Loans, Inc.) and the Creditor of the above referenced home loan (hereinafter referred to as the "loan") to contact you regarding the status of your account. The Creditor (also called the Holder, Lender and Beneficiary) has authorized the Servicer and this firm to act on its behalf regarding the loan. The firm is relying on information provided by the Servicer and creditor, **and important data regarding that information is found below, and on page two of this document.**

You are hereby provided formal notice that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.) for failing to pay past due installments.

This letter serves as further notice that Caliber Home Loans, Inc. intends to enforce the provisions of the Security Instrument. If you received a discharge of personal liability in Bankruptcy in which this loan was included and was not reaffirmed, the lender will accelerate the entire sum of both the principal and interest pursuant to the terms of the loan documents in order to foreclose on the property, but will not hold you personally liable for the debt. You may be able to avoid foreclosure by contacting Caliber Home Loans, Inc..

The amount outstanding is the sum of the unpaid principal balance, which is **\$636,622.91**,

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.**

Exhibit D

plus accrued interest, late charges, advances, expenses of collection, and attorney fees and costs. Although you are not required to pay the total debt (or balance) of the account prior to its maturity or acceleration, federal law requires the Lender/Servicer to provide you with the total debt (or balance) due as of the date specified. The total estimated debt amount provided herein is for informational purposes only and this letter is not intended to act as a payoff statement or demand for you to pay the account in full. If you wish to obtain a written payoff statement, please contact your Lender/Servicer directly. As of April 19, 2017, the amount in **default**, is the sum of payments that have come due on and after the date of default, **September 2, 2016**, plus late charges, periodic adjustments to the payment amount (if applicable), expenses of collection, and attorney fees and costs, all of which total \$35,143.07. You must pay the amount in default, and any further amounts that accrue, by the 30th day from the date of this letter, which is the close of business on **May 19, 2017**, or we shall, on behalf of our client, immediately and without further demand, accelerate the maturity date of the loan, and declare the total balance immediately due and payable. As a consequence, your property may then be scheduled for foreclosure, and all fees associated with foreclosing on your property will be added to the amount needed to bring the loan current. **Because interest accruals, late charges and other expenses, including but not limited to corporate advances may have or may be additionally incurred, the amount required to bring the account current on the day you actually deliver your payment to the Lender may be greater than the amount provided above. Accordingly, you should contact the Lender/Servicer to obtain the exact amount needed to bring the account current prior to remitting funds.**

Your next installment is still due on May 1, 2017.

You are hereby informed that the note and deed of trust give you the right to reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale.

A statutory "CURE" or "Reinstatement Right" may be available in many states. We cannot advise you about this right. NO PERSON IN THIS LAW OFFICE WILL GIVE YOU ANY LEGAL ADVICE.

The following language does not in any way mean that Caliber Home Loans, Inc or anyone acting on its behalf is attempting to hold you personally liable for the loan. This language is merely required to inform you of your rights as they refer to Caliber Home Loans, Inc's ability to foreclose on your property per the loan documents if the loan is not timely brought current.

"Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30 day period, we will assume that it is valid. If you notify us in writing within the thirty day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and a copy will be mailed to you. And upon your written request within the same period, we will furnish the name and address of your original creditor, if different from the current creditor."

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This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have obtained an order of discharge from the United States Bankruptcy Court, which includes this debt, and have not reaffirmed your liability for the debt, this firm is not attempting to obtain a judgment against you, nor are we alleging that you have any personal liability for this debt. We may, however, take action against the property pledged as collateral for the debt, which may include repossession and/or foreclosure of the property.

All communications about this matter must be made through Caliber Home Loans, Inc., except those specified in this letter. Caliber Home Loans, Inc.'s phone number is 1-800-401-6587. Caliber Home Loans, Inc requests that all payments be made in **certified funds, cashier's check or money order(s)** payable to and mailed to Caliber Home Loans, Inc. at:

Payment Address

Caliber Home Loans, Inc
PO Box 650856
Dallas, TX 75265-0856

Overnight Address

Caliber Home Loans, Inc
1500 Dragon Street, STE A
Dallas, TX 75207

A copy of this letter is also being sent to you by first class mail.

Please Note as follows:

If you are receiving this letter and are not obligated under the referenced Deed of Trust and/or Note, the purpose of this letter is to simply advise you as an owner of the referenced real property, that a foreclosure action is about to be filed against property in which you may have an interest.

The matters discussed herein are of extreme importance. We trust you will give them your immediate attention.

Very truly yours,

LAW OFFICES OF JEFFREY NADEL

By: 

Jeffrey Nadel
Scott E. Nadel
Daniel Menchel

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CAP DISTRICT



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20878-352101

